

SERFF Tracking Number:	GRWE-127357035	State:	Arkansas
Filing Company:	Great-West Life & Annuity Insurance Company	State Tracking Number:	49483
Company Tracking Number:	ABR		
TOI:	L08 Life - Other	Sub-TOI:	L08.000 Life - Other
Product Name:	ABR		
Project Name/Number:	ABR/ABR		

Filing at a Glance

Company: Great-West Life & Annuity Insurance Company

Product Name: ABR

SERFF Tr Num: GRWE-127357035 State: Arkansas

TOI: L08 Life - Other

SERFF Status: Closed-Approved-
Closed

State Tr Num: 49483

Sub-TOI: L08.000 Life - Other

Co Tr Num: ABR

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Tanya Gonzales, Alicia
Uttley, Derek Smith

Disposition Date: 08/10/2011

Date Submitted: 08/05/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: ABR

Status of Filing in Domicile: Not Filed

Project Number: ABR

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Exempt in state of
domicile, Colorado.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 08/10/2011

Deemer Date:

State Status Changed: 08/10/2011

Submitted By: Alicia Uttley

Created By: Alicia Uttley

Filing Description:

Corresponding Filing Tracking Number:

Individual Life Submission

Accelerated Benefit Rider for Chronic Illness, form AB-CI

Accelerated Benefit Rider for a Terminal Condition, form AB-TC

Company and Contact

Filing Contact Information

Tanya Gonzales, Associate Manager,

tanya.gonzales@gwl.com

SERFF Tracking Number: GRWE-127357035 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 49483
Company Tracking Number: ABR
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: ABR
Project Name/Number: ABR/ABR

Contracts

8515 E. Orchard Rd. 8T2 800-537-2033 [Phone] 75829 [Ext]
Greenwood Village, CO 80111 303-737-5444 [FAX]

Filing Company Information

Great-West Life & Annuity Insurance Company CoCode: 68322 State of Domicile: Colorado
8515 East Orchard Road Group Code: 769 Company Type:
Greenwood Village, CO 80111 Group Name: State ID Number:
(303) 737-3992 ext. [Phone] FEIN Number: 84-0467907

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: 2 forms x 50.00 = 100.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great-West Life & Annuity Insurance Company	\$100.00	08/05/2011	50406159

SERFF Tracking Number:	GRWE-127357035	State:	Arkansas
Filing Company:	Great-West Life & Annuity Insurance Company	State Tracking Number:	49483
Company Tracking Number:	ABR		
TOI:	L08 Life - Other	Sub-TOI:	L08.000 Life - Other
Product Name:	ABR		
Project Name/Number:	ABR/ABR		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/10/2011	08/10/2011

<i>SERFF Tracking Number:</i>	<i>GRWE-127357035</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great-West Life & Annuity Insurance Company</i>	<i>State Tracking Number:</i>	<i>49483</i>
<i>Company Tracking Number:</i>	<i>ABR</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>ABR</i>		
<i>Project Name/Number:</i>	<i>ABR/ABR</i>		

Disposition

Disposition Date: 08/10/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	GRWE-127357035	State:	Arkansas
Filing Company:	Great-West Life & Annuity Insurance Company	State Tracking Number:	49483
Company Tracking Number:	ABR		
TOI:	L08 Life - Other	Sub-TOI:	L08.000 Life - Other
Product Name:	ABR		
Project Name/Number:	ABR/ABR		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Cover Letter		Yes
Supporting Document	Administrative Forms		Yes
Supporting Document	Approved SPUL Policy		Yes
Supporting Document	Statements of Variability		Yes
Form	Accelerated Benefit Rider for Chronic Illness		Yes
Form	Accelerated Benefit Rider for a Terminal Condition		Yes

SERFF Tracking Number: GRWE-127357035 State: Arkansas

Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 49483

Company Tracking Number: ABR

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: ABR

Project Name/Number: ABR/ABR

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	AB-CI	Policy/Cont Accelerated Benefit ract/Fratern Rider for Chronic al Illness Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48.800	AB-CI Rider.pdf
	AB-TC	Policy/Cont Accelerated Benefit ract/Fratern Rider for a Terminal al Condition Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45.900	AB-TC.pdf

ACCELERATED BENEFIT RIDER for Chronic Illness



[8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201]

THIS RIDER IS ISSUED BY GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY AS PART OF THE POLICY TO WHICH IT IS ATTACHED. **IF YOU RECEIVE AN ACCELERATED BENEFIT YOUR DEATH BENEFIT WILL BE REDUCED. RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT YOUR PERSONAL TAX ADVISOR FOR SPECIFIC ADVICE BEFORE EXERCISING THIS BENEFIT. PAYMENTS RECEIVED UNDER THE ACCELERATED BENEFIT RIDER ARE NOT PART OF A HEALTH, LONG TERM CARE, OR NURSING HOME INSURANCE POLICY.** ALL PROVISIONS OF THE POLICY THAT DO NOT CONFLICT WITH THE RIDER APPLY TO THIS RIDER. WHERE THERE IS ANY CONFLICT BETWEEN THE RIDER PROVISIONS AND THE POLICY PROVISIONS, THE RIDER PROVISIONS PREVAIL.

THE ACCELERATED BENEFIT

While the policy to which this Rider is attached is in force, the Owner may Request an Accelerated Benefit if the Insured is Chronically Ill.

An Accelerated Benefit is an amount paid to the Owner prior to the death of the Insured. Only one Accelerated Benefit is payable under this Policy to which it is attached.

CHRONICALLY ILL

Chronically Ill means that the Insured has been certified by a licensed health care practitioner within the last 12 months as:

- 1) unable to perform, without Substantial Assistance from another individual, at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity; or
- 2) requiring Substantial Supervision to protect such individual from threats to health and safety due to severe Cognitive Impairment.

The activities of daily living are: eating, toileting, transferring, bathing, dressing, and continence.

Substantial Assistance means the need for someone to assist another individual performing activities that are basic to daily living. Unlike someone who needs continual supervision (i.e. all the time), a person who needs Substantial Assistance has to have a caregiver within arm's reach of the individual at all times to prevent, by physical intervention as necessary, injury to the individual while the individual is performing the activity of daily living (ADL).

Substantial Supervision means continual supervision (which may include cuing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect a person who has a Cognitive Impairment from threats to his or her health or safety (such as may result from wandering).

Cognitive Impairment means a deficiency in a person's short or long term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

Before any Accelerated Benefit is paid under this provision, the Company will require the Owner to provide proof, satisfactory to the Company, that the Insured is Chronically Ill. This proof must include, but is not limited to, a completed claim form and a statement from a licensed health care practitioner certifying that the Insured is Chronically Ill. A licensed health care practitioner must meet the definition of a licensed health care practitioner under Section 7702B(c) of the Internal Revenue Code and must not be the Owner or the Insured or a member of either's family as described.

A family member, with respect to an individual, is any other individual who is a first-degree, second-degree, third-degree, or fourth-degree relative of such individual.

CHRONICALLY ILL BENEFIT AMOUNT

If the Insured is Chronically Ill, the Owner may Request an Accelerated Benefit up to 65% of the Death Benefit set forth in the policy subject to a \$10,000 minimum and not to exceed \$250,000, subject to at least a \$10,000 remaining Death Benefit. The Accelerated Benefit payable is equal to the amount of the Accelerated Benefit the Owner has requested less any outstanding policy loans and accrued loan interest.

The Owner will receive the Accelerated Benefit in level monthly payments for 48 months. For each \$1,000 of Accelerated Benefit, each monthly payment will be at least \$21.24. This is based on a 48-month certain annuity factor with an annual interest rate of 1%.

If the Owner does not want monthly payments, upon Request, we will pay the Owner the Accelerated Benefit in a lump sum.

An administrative fee, not to exceed \$150, will be deducted from the first monthly payment (or the lump sum).

INTEREST

The Company will charge interest on the Accelerated Benefit. Interest will accrue daily. Interest will accrue on the Accelerated Benefit at the same rate as the policy's loan interest rate then in effect as described in the policy.

On the policy anniversary the accrued interest on the Accelerated Benefit will be added to the Accelerated Benefit and will bear

ACCELERATED BENEFIT RIDER for Chronic Illness



[8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201]

interest at the policy's loan interest rate then in effect as described in the policy.

IMPACT ON POLICY VALUES

The Accelerated Benefit plus accrued interest on the Accelerated Benefit will be treated as a lien against the policy death benefit. The DEATH BENEFIT WILL BE REDUCED by the amount of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

Access to the policy cash value is restricted to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

Future access to additional policy loans is also limited to any excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. If the Owner requests a policy loan after receiving monthly payments provided by the Accelerated Benefit, the monthly payments will cease and the Owner will have access to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest and any other outstanding policy loans plus accrued loan interest.

Should the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest exceed the Face Amount set forth on page 1 of the policy, the POLICY AND THIS RIDER WILL TERMINATE and NO DEATH BENEFIT WILL BE PAID.

TAX CONSEQUENCES AND OTHER EFFECTS OF ACCELERATED BENEFIT PAYMENTS

Payments received under this Accelerated Benefit Rider to the life insurance policy to which it is attached are not part of a health, long term care, or nursing home insurance policy and may not be sufficient to cover your medical, nursing home or other bills. The Accelerated Benefit payments may be used for any purpose.

Receipt of Accelerated Benefit payments may be taxable. The Company does not provide tax advice. You should contact your personal tax advisor for specific advice before exercising this benefit.

You should also consider that receiving or having the contractual right to receive Accelerated Benefits may affect your eligibility for Medicaid, supplemental security income (SSI), or other government benefits or entitlements. **You are advised to contact the Medicaid Unit of your local Department of Public Welfare and Social Security Administration for more information.**

If you initiate an Accelerated Benefit claim during the contestability period of the Policy to which this Rider is attached, a rescission of the entire policy may result if any misrepresentation of any information was made on the insurance application.

INCONTESTABILITY

This Rider will not be contested on the basis of misrepresentation after the policy that it is attached to has been in force during the Insured's lifetime for 2 years from the Issue Date. If the policy that this Rider is attached to is reinstated, this Rider will not be contested after it has been in force during the Insured's lifetime for 2 years following the reinstatement.

SUICIDE EXCLUSION

If the Owner has exercised the Accelerated Benefit and the Insured commits suicide, while sane or insane, within 2 years from the Issue Date (1 year if issued in Colorado or North Dakota), the amount payable will be that described in the Suicide Exclusion provision of the policy less any Accelerated Benefit and accrued interest.

CONDITIONS

The Accelerated Benefit will be subject to the following conditions:

- 1) Written consent by any irrevocable Beneficiary or assignee must be received by the Company before the Accelerated Benefit payment is made.
- 2) The Company reserves the right to obtain a second medical certification and/or additional medical records of the Insured at its expense. The opinion of the Company's medical practitioner will be used in the event of conflicting opinions.
- 3) This benefit is not intended to allow third parties to cause the Owner to involuntarily access the Proceeds payable to the named Beneficiary. Therefore, the Accelerated Benefit will not be available if the Owner is required to Request it for any third party, including any creditor, governmental agency, trustee in bankruptcy or any other person or as the result of a court order.
- 4) The Request must be submitted to the Company. Upon receipt of the Request, the Company will mail a claim form within 15 working days.

TERMINATION

This Rider will terminate upon the earliest of:

- a) the date the policy is rescinded, surrendered, or terminated;
- b) the date the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest exceed the Face Amount

ACCELERATED BENEFIT RIDER for Chronic Illness



[8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201]

set forth on page 1 of the policy. In this case coverage under both the policy and this Rider will terminate; or
c) upon payment of an accelerated benefit for Terminal Condition or Chronic Illness.

Signed for Great-West Life & Annuity Insurance Company on the Issue Date of the policy (*unless a different Issue Date is shown here*).

A handwritten signature in black ink, appearing to read 'Mitchell T.G. Graye', enclosed in square brackets.

[Mitchell T.G. Graye]
[President and Chief Executive Officer]

ACCELERATED BENEFIT RIDER for a Terminal Condition



[8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201]

THIS RIDER IS ISSUED BY GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY AS PART OF THE POLICY TO WHICH IT IS ATTACHED. IF YOU RECEIVE AN ACCELERATED BENEFIT YOUR DEATH BENEFIT WILL BE REDUCED. RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT YOUR PERSONAL TAX ADVISOR FOR SPECIFIC ADVICE BEFORE EXERCISING THIS BENEFIT. PAYMENTS RECEIVED UNDER THE ACCELERATED BENEFIT RIDER ARE NOT PART OF A HEALTH, LONG TERM CARE, OR NURSING HOME INSURANCE POLICY. ALL PROVISIONS OF THE POLICY THAT DO NOT CONFLICT WITH THE RIDER APPLY TO THIS RIDER. WHERE THERE IS ANY CONFLICT BETWEEN THE RIDER PROVISIONS AND THE POLICY PROVISIONS, THE RIDER PROVISIONS PREVAIL.

THE ACCELERATED BENEFIT

While the policy to which this Rider is attached is in force, the Owner may Request an Accelerated Benefit if the Insured has a Terminal Condition.

An Accelerated Benefit is an amount paid to the Owner prior to the death of the Insured. Only one Accelerated Benefit is payable under the Policy to which it is attached.

TERMINAL CONDITION

A Terminal Condition is a condition that is expected to result in the death of the Insured in 12 months or less from the date of the Request for the Accelerated Benefit. Before any Accelerated Benefit is paid under this provision, the Company will require the Owner to provide proof, satisfactory to the Company, of the Insured's Terminal Condition. This proof must include, but is not limited to, a completed claim form and a physician's statement signed by a licensed physician certifying that the Insured has been diagnosed with a Terminal Condition that will result in a life expectancy of 12 months or less. The licensed physician must not be the Owner or the Insured or a member of either's family as described.

A family member, with respect to an individual, is any other individual who is a first-degree, second-degree, third-degree, or fourth-degree relative of such individual.

TERMINAL CONDITION BENEFIT AMOUNT

If the Insured has a Terminal Condition, the Owner may Request an Accelerated Benefit up to 75% of the Death Benefit set forth in the policy subject to a \$10,000 minimum and not to exceed \$250,000, subject to at least a \$10,000 remaining Death Benefit. The Accelerated Benefit payable is equal to:

- a) the amount of the Accelerated Benefit the Owner has Requested; less
- b) any outstanding policy loans and accrued loan interest; less
- c) an administrative fee, not to exceed \$150

This amount will be paid to the Owner in a lump sum.

INTEREST

The Company will charge interest on the Accelerated Benefit. Interest will accrue daily. Interest will accrue on the Accelerated Benefit at the same rate as the policy's loan interest rate then in effect as described in the policy.

On the policy anniversary the accrued interest on the Accelerated Benefit will be added to the Accelerated Benefit and will bear interest at the policy's loan interest rate then in effect as described in the policy.

IMPACT ON POLICY VALUES

The Accelerated Benefit plus accrued interest on the Accelerated Benefit will be treated as a lien against the policy death benefit. The DEATH BENEFIT WILL BE REDUCED by the amount of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

Access to the policy cash value is restricted to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

Future access to additional policy loans is also limited to any excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

Should the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest exceed the Face Amount of the policy, the POLICY AND THIS RIDER WILL TERMINATE and NO DEATH BENEFIT WILL BE PAID.

TAX CONSEQUENCES AND OTHER EFFECTS OF ACCELERATED BENEFIT PAYMENTS

Payments received under this Accelerated Benefit Rider to the life insurance policy to which it is attached are not part of a health, long term care, or nursing home insurance policy and may not be sufficient to cover your medical, nursing home or other bills. The Accelerated Benefit payments may be used for any purpose.

ACCELERATED BENEFIT RIDER for a Terminal Condition



[8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201]

Receipt of Accelerated Benefit payments may be taxable. The Company does not provide tax advice. You should contact your personal tax advisor for specific advice before exercising this benefit.

You should also consider that receiving or having the contractual right to receive Accelerated Benefits may affect your eligibility for Medicaid, supplemental security income (SSI), or other government benefits or entitlements. **You are advised to contact the Medicaid Unit of your local Department of Public Welfare and Social Security Administration for more information.**

If you initiate an Accelerated Benefit claim during the contestability period of the Policy to which this Rider is attached, a rescission of the entire policy may result if any misrepresentation of any information was made on the insurance application.

INCONTESTABILITY

This Rider will not be contested on the basis of misrepresentation after the policy that it is attached to has been in force during the Insured's lifetime for 2 years from the Issue Date. If the policy that this Rider is attached to is reinstated, this Rider will not be contested after it has been in force during the Insured's lifetime for 2 years following the reinstatement.

SUICIDE EXCLUSION

If the Owner has exercised the Accelerated Benefit and the Insured commits suicide, while sane or insane, within 2 years from the Issue Date (1 year if issued in Colorado or North Dakota), the amount payable will be that described in the Suicide Exclusion provision of the policy less any Accelerated Benefit and accrued interest.

CONDITIONS

The Accelerated Benefit will be subject to the following conditions:

- 1) Written consent by any irrevocable Beneficiary or assignee must be received by the Company before the Accelerated Benefit payment is made.
- 2) The Company reserves the right to obtain a second medical certification and/or additional medical records of the Insured at its expense. The opinion of the Company's medical practitioner will be used in the event of conflicting opinions.
- 3) This benefit is not intended to allow third parties to cause the Owner to involuntarily access the Proceeds payable to the named Beneficiary. Therefore, the Accelerated Benefit will not be available if the Owner is required to Request it for any third party, including any creditor, governmental agency, trustee in

bankruptcy or any other person or as the result of a court order.


- 4) The Request must be submitted to the Company. Upon receipt of the Request, the Company will mail a claim form within 15 working days.

TERMINATION

This Rider will terminate upon the earliest of:

- a) the date the policy is rescinded, surrendered, or terminated;
- b) the date the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest exceed the Face Amount set forth on page 1 of the policy. In this case coverage under both the policy and this Rider will terminate;
- c) upon payment of an Accelerated Benefit for Terminal Condition or Chronic Illness.

Signed for Great-West Life & Annuity Insurance Company on the Issue Date of the policy (*unless a different Issue Date is shown here*).


[Mitchell T.G. Graye]
[President and Chief Executive Officer]

SERFF Tracking Number:	GRWE-127357035	State:	Arkansas
Filing Company:	Great-West Life & Annuity Insurance Company	State Tracking Number:	49483
Company Tracking Number:	ABR		
TOI:	L08 Life - Other	Sub-TOI:	L08.000 Life - Other
Product Name:	ABR		
Project Name/Number:	ABR/ABR		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment:		
ar compliance cert.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable. Rider filing only.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments:		
Attachment:		
AR letter.pdf		

	Item Status:	Status Date:
Satisfied - Item: Administrative Forms		
Comments:		
Attachments:		
AB-BPN-CI-LS.pdf		
AB-BPN-CI-M.pdf		
AB-BPN-TC.pdf		
AB Disclosure Statement_Application.pdf		

	Item Status:	Status Date:
--	---------------------	---------------------

SERFF Tracking Number: GRWE-127357035 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 49483
Company Tracking Number: ABR
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: ABR
Project Name/Number: ABR/ABR

Satisfied - Item: Approved SPUL Policy

Comments:

Attachment:

AR - J263rev Whole Policy.pdf

Item Status:

Status

Date:

Satisfied - Item: Statements of Variability

Comments:

Attachments:

Statement of Variability (AB-TC).pdf

Statement of Variability (AB-CI).pdf

**STATE OF ARKANSAS
INSURANCE DEPARTMENT**

CERTIFICATE OF COMPLIANCE

**RE: ACCELERATED BENEFIT RIDER for Chronic Illness, Form AB-CI
ACCELERATED BENEFIT RIDER for a Terminal Condition, AB-TC**

We hereby certify that the guidelines established in Arkansas Rule and Regulation 19 have been reviewed and the forms designated above comply with these guidelines.

We hereby certify that the above policy forms meet the minimum Flesch Reading Ease Test score requirements.

Great-West Life & Annuity Insurance Company



Susan Gile

Vice President, Individual Markets Operation

August 3, 2011

Date



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201
www.gwla.com

August 3, 2011

Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC #769-68322

RE: **Individual Life Submission**
Accelerated Benefit Rider for Chronic Illness, form AB-CI
Accelerated Benefit Rider for Terminal Condition, form AB-TC

The above referenced forms are being submitted for your review and approval. These forms are new and do not replace any previously approved forms.

These Riders will provide benefits if the insured is either diagnosed as having a terminal condition or certified as having a chronic illness. The Riders will be issued with the policy on the policy date. There is no premium charge for this rider but there is an administrative charge of \$150.00. Issue ages for this Rider are the same as the policy.

These Riders will be attached to our Single Premium Universal Life Policy. The Single Premium Universal Life Insurance Policy, form J263 was approved in your state on September 27, 2010 under SERFF filing number GRWE-126818761.

For your information we have also attached the following administrative forms to be used with this rider:

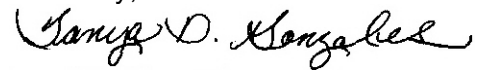
- Accelerated Benefit Rider Summary & Disclosure, Form AB-DISC, to be provided at the time of application.
- Accelerated Benefit Rider Payment Notice (either form AB-BPN-CI-LS, AB-BPN-CI-M or AB-BPN-TC) to be provided at the time of request for acceleration explaining the actual effect of the accelerated benefit payment. These BPN's differ slightly only in regard to whether the acceleration is for a Chronic Disease or a Terminal Condition and whether the owner chooses the accelerated benefit as a lump sum or in monthly payments.

The forms submitted are:

- are in final printed form;
- are being submitted in all states where we are licensed;
- score in excess of 45 using the Flesch Reading Ease Test; and
- are exempt from filing in Colorado, our state of domicile, pursuant to Regulation 5-92. Colorado requires a fee to be paid each February 28th based on our Company's direct written premium. If appropriate, a retaliatory fee has been paid in your state in conjunction with your annual premium tax return.

To the best of our knowledge, this submission complies with your state laws and regulations. We look forward to your approval.

Sincerely,

A handwritten signature in black ink that reads "Tanya D. Gonzales". The signature is fluid and cursive, with the first name "Tanya" being more prominent and the last name "Gonzales" following in a similar style.

Tanya D. Gonzales

Manager, Individual Markets

Regulatory Services

(FAX) 303-737-5829

(PHONE) 800-537-2033, extension 75829

E-MAIL: Tanya.gonzales@gwl.com

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

IMPORTANT NOTICE

IF YOU RECEIVE AN ACCELERATED BENEFIT YOUR DEATH BENEFIT WILL BE REDUCED. ACCESS TO THE POLICY CASH VALUE OR FUTURE POLICY LOANS WILL ALSO BE LIMITED.

PAYMENTS RECEIVED UNDER THE ACCELERATED BENEFIT RIDER OF THE LIFE INSURANCE POLICY TO WHICH IT IS ATTACHED ARE NOT PART OF A HEALTH, LONG TERM CARE, OR NURSING HOME INSURANCE POLICY AND MAY NOT BE ENOUGH TO COVER YOUR MEDICAL, NURSING HOME, OR OTHER BILLS. THE ACCELERATED BENEFITS MAY BE USED FOR ANY PURPOSE.

RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT YOUR PERSONAL TAX ADVISOR FOR SPECIFIC ADVICE BEFORE EXERCISING THIS BENEFIT. GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY DOES NOT PROVIDE TAX ADVICE.

YOU SHOULD ALSO CONSIDER THAT RECEIPT OF THIS ACCELERATED BENEFIT MAY AFFECT YOUR ELIGIBILITY FOR MEDICAID, SUPPLEMENTAL SECURITY INCOME (SSI), OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. YOU ARE ADVISED TO CONTACT THE MEDICAID UNIT OF YOUR LOCAL DEPARTMENT OF PUBLIC WELFARE AND SOCIAL SECURITY ADMINISTRATION FOR MORE INFORMATION.

IF YOU INITIATE AN ACCELERATED BENEFIT CLAIM DURING THE CONTESTABILITY PERIOD OF THE POLICY TO WHICH THIS RIDER IS ATTACHED, A RESCISSION OF THE ENTIRE POLICY MAY RESULT IF ANY MISREPRESENTATION OF ANY INFORMATION WAS MADE ON THE INSURANCE APPLICATION.

ACCELERATED BENEFIT PAYMENT

You have requested Great-West Life & Annuity to pay you an Accelerated Benefit. The payment of this Benefit is subject to the terms and conditions outlined in the Rider.

IMPACT ON POLICY VALUES

Upon Payment of an Accelerated Benefit, the Death Benefit of your policy will be reduced by:

- The amount of the Accelerated Benefit;
- Accrued interest on the Accelerated Benefit; and
- Any other outstanding policy loans and accrued loan interest.

Access to the policy cash value is restricted to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Future access to additional policy loans is also limited to any excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

EFFECT OF REQUESTED ACCELERATED BENEFIT PAYMENT

Owner: [John Doe]
Insured: [John Doe]
Policy Number: [John Doe]
Date Prepared: [John Doe]

The below demonstrates the effect your receipt of the Accelerated Benefit will have on your Policy.

Before Accelerated Benefit Payment Receipt

Policy Death Benefit	[\$50,000]
Policy Cash Value	[\$30,000]
Outstanding Policy Loans and accrued loan interest	[\$5,000]
Policy Cash Surrender Value	[\$25,000]

Accelerated Benefit Payment

Policy Death Benefit	[\$50,000]
[65%] Election	[\$32,500]
Less Outstanding Policy Loans and accrued loan interest	[\$5,000]
Lump Sum Accelerated Benefit	[\$27,500]
Less Administrative Fee	[\$150]
Lump Sum Accelerated Benefit Payment	[\$27,350]

Following Payment of Accelerated Benefit*

One Year Later

Policy Death Benefit	[\$50,000]
Less Outstanding Policy Loans and accrued loan interest	[\$5,300]
Less Accelerated Benefit	[\$27,500]
Less Accrued Interest on Accelerated Benefit	[\$1,650]
Policy Death Benefit Payable	[\$15,550]
Policy Cash Surrender Value	[\$0]

*Assumes one year of accrued interest on the Accelerated Benefit at the current policy loan interest rate of [6%]. Interest also accrues on the outstanding policy loan at the current policy loan interest rate. On the policy anniversary accrued interest on the Accelerated Benefit is added to the Accelerated Benefit and bears interest at the policy loan interest rate then in effect. **THE DEATH BENEFIT PAYABLE REDUCES EACH YEAR FOLLOWING THE ACCELERATED BENEFIT PAYMENT AS INTEREST CONTINUES TO ACCRUE ON THE ACCELERATED BENEFIT AND ANY OUTSTANDING POLICY LOANS.**

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

ACKNOWLEDGEMENT

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED, READ,
AND UNDERSTAND THIS BENEFIT PAYMENT NOTICE.

Signature of Owner

Date

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

IMPORTANT NOTICE

IF YOU RECEIVE AN ACCELERATED BENEFIT YOUR DEATH BENEFIT WILL BE REDUCED. ACCESS TO THE POLICY CASH VALUE OR FUTURE POLICY LOANS WILL ALSO BE LIMITED.

PAYMENTS RECEIVED UNDER THE ACCELERATED BENEFIT RIDER OF THE LIFE INSURANCE POLICY TO WHICH IT IS ATTACHED ARE NOT PART OF A HEALTH, LONG TERM CARE, OR NURSING HOME INSURANCE POLICY AND MAY NOT BE ENOUGH TO COVER YOUR MEDICAL, NURSING HOME, OR OTHER BILLS. THE ACCELERATED BENEFITS MAY BE USED FOR ANY PURPOSE.

RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT YOUR PERSONAL TAX ADVISOR FOR SPECIFIC ADVICE BEFORE EXERCISING THIS BENEFIT. GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY DOES NOT PROVIDE TAX ADVICE.

YOU SHOULD ALSO CONSIDER THAT RECEIPT OF THIS ACCELERATED BENEFIT MAY AFFECT YOUR ELIGIBILITY FOR MEDICAID, SUPPLEMENTAL SECURITY INCOME (SSI), OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. YOU ARE ADVISED TO CONTACT THE MEDICAID UNIT OF YOUR LOCAL DEPARTMENT OF PUBLIC WELFARE AND SOCIAL SECURITY ADMINISTRATION FOR MORE INFORMATION.

IF YOU INITIATE AN ACCELERATED BENEFIT CLAIM DURING THE CONTESTABILITY PERIOD OF THE POLICY TO WHICH THIS RIDER IS ATTACHED, A RESCISSION OF THE ENTIRE POLICY MAY RESULT IF ANY MISREPRESENTATION OF ANY INFORMATION WAS MADE ON THE INSURANCE APPLICATION.

ACCELERATED BENEFIT PAYMENT

You have requested Great-West Life & Annuity to pay you an Accelerated Benefit. The payment of this Benefit is subject to the terms and conditions outlined in the Rider.

IMPACT ON POLICY VALUES

Upon Payment of an Accelerated Benefit, the Death Benefit of your policy will be reduced by:

- The amount of the Accelerated Benefit;
- Accrued interest on the Accelerated Benefit; and
- Any other outstanding policy loans and accrued loan interest.

Access to the policy cash value is restricted to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Future access to additional policy loans is also limited to any excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

EFFECT OF REQUESTED ACCELERATED BENEFIT PAYMENT

Owner: [John Doe]
Insured: [John Doe]
Policy Number: [John Doe]
Date Prepared: [John Doe]

The below demonstrates the effect your receipt of the Accelerated Benefit will have on your Policy.

Before Accelerated Benefit Payment Receipt

Policy Death Benefit	[\$50,000]
Policy Cash Value	[\$30,000]
Outstanding Policy Loans and accrued loan interest	[\$5,000]
Policy Cash Surrender Value	[\$25,000]

Accelerated Benefit Payment

Policy Death Benefit	[\$50,000]
[65%] Election	[\$32,500]
Less Outstanding Policy Loans and accrued loan interest	[\$5,000]
Accelerated Benefit Available	[\$27,500]
Monthly Benefit Payment for 48 months	[\$584.10]
Less Administrative Fee*	[\$150.00]
First Monthly Benefit Payment	[\$434.10]

[*Administrative Fee only deducted from first monthly payment.]

Following Payment of Accelerated Benefit**	<u>One Year Later</u>
Policy Death Benefit	[\$50,000]
Less Outstanding Policy Loans and accrued loan interest	[\$5,300]
Less Accelerated Benefit	[\$7,009]
Less Accrued Interest on Accelerated Benefit	[\$191]
Policy Death Benefit Payable	[\$37,500]
Policy Cash Surrender Value	[\$17,500]

Assumes 12 monthly benefit payments each accruing interest at the current policy loan interest rate of [6%]. Interest also accrues on the outstanding policy loan at the current policy loan interest rate. On the policy anniversary accrued interest on the Accelerated Benefit is added to the Accelerated Benefit and bears interest at the policy loan interest rate then in effect. **THE DEATH BENEFIT PAYABLE REDUCES EACH YEAR FOLLOWING THE ACCELERATED BENEFIT AS MONTHLY BENEFITS ARE PAID AND INTEREST ACCRUES ON EACH MONTHLY BENEFIT AND ANY OUTSTANDING POLICY LOANS.

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

ACKNOWLEDGEMENT

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED, READ,
AND UNDERSTAND THIS BENEFIT PAYMENT NOTICE.

Signature of Owner

Date

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

IMPORTANT NOTICE

IF YOU RECEIVE AN ACCELERATED BENEFIT YOUR DEATH BENEFIT WILL BE REDUCED. ACCESS TO THE POLICY CASH VALUE OR FUTURE POLICY LOANS WILL ALSO BE LIMITED.

PAYMENTS RECEIVED UNDER THE ACCELERATED BENEFIT RIDER OF THE LIFE INSURANCE POLICY TO WHICH IT IS ATTACHED ARE NOT PART OF A HEALTH, LONG TERM CARE, OR NURSING HOME INSURANCE POLICY AND MAY NOT BE ENOUGH TO COVER YOUR MEDICAL, NURSING HOME, OR OTHER BILLS. THE ACCELERATED BENEFITS MAY BE USED FOR ANY PURPOSE.

RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT YOUR PERSONAL TAX ADVISOR FOR SPECIFIC ADVICE BEFORE EXERCISING THIS BENEFIT. GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY DOES NOT PROVIDE TAX ADVICE.

YOU SHOULD ALSO CONSIDER THAT RECEIPT OF THIS ACCELERATED BENEFIT MAY AFFECT YOUR ELIGIBILITY FOR MEDICAID, SUPPLEMENTAL SECURITY INCOME (SSI), OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. YOU ARE ADVISED TO CONTACT THE MEDICAID UNIT OF YOUR LOCAL DEPARTMENT OF PUBLIC WELFARE AND SOCIAL SECURITY ADMINISTRATION FOR MORE INFORMATION.

IF YOU INITIATE AN ACCELERATED BENEFIT CLAIM DURING THE CONTESTABILITY PERIOD OF THE POLICY TO WHICH THIS RIDER IS ATTACHED, A RESCISSION OF THE ENTIRE POLICY MAY RESULT IF ANY MISREPRESENTATION OF ANY INFORMATION WAS MADE ON THE INSURANCE APPLICATION.

ACCELERATED BENEFIT PAYMENT

You have requested Great-West Life & Annuity to pay you an Accelerated Benefit. The payment of this Benefit is subject to the terms and conditions outlined in the Rider.

IMPACT ON POLICY VALUES

Upon Payment of an Accelerated Benefit, the Death Benefit of your policy will be reduced by:

- The amount of the Accelerated Benefit;
- Accrued interest on the Accelerated Benefit; and
- Any other outstanding policy loans and accrued loan interest.

Access to the policy cash value is restricted to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Future access to additional policy loans is also limited to any excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

EFFECT OF REQUESTED ACCELERATED BENEFIT PAYMENT

Owner: [John Doe]
Insured: [John Doe]
Policy Number: [John Doe]
Date Prepared: [John Doe]

The below demonstrates the effect your receipt of the Accelerated Benefit will have on your Policy.

Before Accelerated Benefit Payment Receipt

Policy Death Benefit	[\$50,000]
Policy Cash Value	[\$30,000]
Outstanding Policy Loans and accrued loan interest	[\$5,000]
Policy Cash Surrender Value	[\$25,000]

Accelerated Benefit Payment

Policy Death Benefit	[\$50,000]
[75%] Election	[\$37,500]
Less Outstanding Policy Loans and accrued loan interest	[\$5,000]
Lump Sum Accelerated Benefit	[\$32,500]
Less Administrative Fee	[\$150]
Lump Sum Accelerated Benefit Payment	[\$32,350]

Following Payment of Accelerated Benefit*

One Year Later

Policy Death Benefit	[\$50,000]
Less Outstanding Policy Loans and accrued loan interest	[\$5,300]
Less Accelerated Benefit	[\$32,500]
Less Accrued Interest on Accelerated Benefit	[\$1,950]
Policy Death Benefit Payable	[\$10,250]
Policy Cash Surrender Value	[\$0]

*Assumes one year of accrued interest on the Accelerated Benefit at the current policy loan interest rate of [6%]. Interest also accrues on the outstanding policy loan at the current policy loan interest rate. On the policy anniversary accrued interest on the Accelerated Benefit is added to the Accelerated Benefit and bears interest at the policy loan interest rate then in effect. **THE DEATH BENEFIT PAYABLE REDUCES EACH YEAR FOLLOWING THE ACCELERATED BENEFIT PAYMENT AS INTEREST CONTINUES TO ACCRUE ON THE ACCELERATED BENEFIT AND ANY OUTSTANDING POLICY LOAN.**

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

ACKNOWLEDGEMENT

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED, READ,
AND UNDERSTAND THIS BENEFIT PAYMENT NOTICE.

Signature of Owner

Date

ACCELERATED BENEFIT SUMMARY AND DISCLOSURE STATEMENT



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

This Disclosure Statement is intended to provide a brief description of the benefit available under your Accelerated Benefit Rider(s), and the effect that any payment under the rider(s) will have on your policy. The full explanation of the benefits available is found in the Rider(s).

IF YOU RECEIVE AN ACCELERATED BENEFIT YOUR DEATH BENEFIT WILL BE REDUCED. ACCESS TO THE POLICY CASH VALUE OR FUTURE POLICY LOANS WILL ALSO BE LIMITED.

PAYMENTS RECEIVED UNDER THE ACCELERATED BENEFIT RIDER(S) OF THE LIFE INSURANCE POLICY TO WHICH IT IS ATTACHED ARE NOT PART OF A HEALTH, LONG TERM CARE, OR NURSING HOME INSURANCE POLICY AND MAY NOT BE ENOUGH TO COVER YOUR MEDICAL, NURSING HOME, OR OTHER BILLS. PAYMENTS MAY BE USED FOR ANY PURPOSE.

RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT YOUR PERSONAL TAX ADVISOR FOR SPECIFIC ADVICE BEFORE EXERCISING THIS BENEFIT. GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY ("THE COMPANY") DOES NOT PROVIDE TAX ADVICE.

YOU SHOULD ALSO CONSIDER THAT RECEIVING OR HAVING THE CONTRACTUAL RIGHT TO RECEIVE SUCH BENEFIT MAY AFFECT YOUR ELIGIBILITY FOR MEDICAID, SUPPLEMENTAL SECURITY INCOME (SSI), OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. YOU ARE ADVISED TO CONTACT THE MEDICAID UNIT OF YOUR LOCAL DEPARTMENT OF PUBLIC WELFARE AND SOCIAL SECURITY ADMINISTRATION FOR MORE INFORMATION.

IF YOU INITIATE AN ACCELERATED BENEFIT CLAIM DURING THE CONTESTABILITY PERIOD OF THE POLICY TO WHICH THIS RIDER(S) IS ATTACHED, A RESCISSION OF THE ENTIRE POLICY MAY RESULT IF ANY MISREPRESENTATION OF ANY INFORMATION WAS MADE ON THE INSURANCE APPLICATION.

PREMIUM

There is no additional cost for the Accelerated Benefit Rider(s) provided under this life insurance policy.

BENEFIT ELIGIBILITY

This Accelerated Benefit Rider(s) provides for the payment of a portion of the policy death benefit if the Insured meets one of the following requirements.

- 1) The Insured has been diagnosed with a Terminal Condition that is expected to result in the death of the Insured in 12 months or less; or
- 2) The Insured has been certified as Chronically Ill by a licensed health care practitioner within the previous 12 months.

In order to receive an Accelerated Benefit payment, the Owner must provide proof to The Company that the Insured is Chronically Ill or has a Terminal Condition. "Proof" includes, but is not limited to, a properly completed claim form and a statement from a licensed health care practitioner certifying that the Insured is Chronically Ill or a physician's statement signed by a medical practitioner certifying that the Insured has been diagnosed with a Terminal Condition.

TERMINAL CONDITION BENEFIT AMOUNT

If the Insured has a Terminal Condition, the Owner may request an Accelerated Benefit up to 75% of the policy Death Benefit, subject to a \$10,000 minimum and not to exceed \$250,000. The remaining Death Benefit must be at least \$10,000. The Accelerated Benefit payable is equal to:

- a) the amount of the Accelerated Benefit the Owner has Requested; less
- b) any outstanding policy loans and accrued loan interest; less
- c) an administrative fee, not to exceed \$150.

ACCELERATED BENEFIT SUMMARY AND DISCLOSURE STATEMENT



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

This Accelerated Benefit will be paid to the Owner in a lump sum.

CHRONICALLY ILL BENEFIT AMOUNT

If the Insured is Chronically Ill, the Owner may request an Accelerated Benefit up to 65% of the policy Death Benefit, subject to a \$10,000 minimum and not to exceed \$250,000. The remaining Death Benefit must be at least \$10,000. The Accelerated Benefit payable is equal to the amount of the Accelerated Benefit the Owner has requested less any outstanding policy loans and accrued loan interest.

The Owner will receive the Accelerated Benefit in level monthly payments for 48 months.

If the Owner does not want monthly payments, upon request, we will pay the Accelerated Benefit in lump sum.

An administrative fee, not to exceed \$150, will be deducted from the first monthly payment (or the lump sum).

INTEREST

The Company will charge interest on the Accelerated Benefit. This interest will accrue daily.

The interest rate used to accrue interest on the Accelerated Benefit is determined annually and is equal to the policy loan interest rate then in effect as described in the policy. The maximum interest rate is the greater of:

- a) The Moody's Corporate Bond Yield Average – Monthly Average Corporates as published by Moody's Investors Service, Inc. or any successor thereto; or
- b) The guaranteed rate used to compute the Cash Surrender Values under the policy during the applicable period plus 1% per annum.

In the event that the Moody's Corporate Bond Yield Average – Monthly Average Corporates is no longer published, a substantially similar average, established by regulation issued by the Commissioner will be used.

On the policy anniversary the accrued interest on the Accelerated Benefit will be added to the Accelerated Benefit and will bear interest at the policy loan interest rate then in effect as described in the policy.

IMPACT ON POLICY VALUES

The Accelerated Benefit plus accrued interest on the Accelerated Benefit will be treated as a lien against the policy death benefit. The DEATH BENEFIT WILL BE REDUCED by the amount of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Access to the policy cash value is restricted to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Future access to additional policy loans is also limited to any excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Should the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest exceed the policy death benefit, the POLICY AND RIDER(S) WILL TERMINATE and NO DEATH BENEFIT WILL BE PAID.

ACKNOWLEDGEMENT: I acknowledge that I have received, read, and understand the Accelerated Benefit Summary and Disclosure Statement that was provided to me prior to signing the application.

X

Signature of Proposed Owner

Date:

X

Signature of Agent

Date:

Great-West Life & Annuity Insurance Company

A Stock Company

[8515 East Orchard Road]

[Greenwood Village, CO 80111]

Insured: [John Doe]

Policy Number: [1234567]

SINGLE PREMIUM UNIVERSAL LIFE INSURANCE

Great-West Life & Annuity Insurance Company, herein referred to as the Company, will pay the Proceeds to the Beneficiary subject to the policy provisions, when the Company receives Due Proof of the Insured's death.

The Owner and Beneficiary are as shown in the application unless changed as provided for in this policy.

The provisions on the following pages are a part of this policy.

Signed for the Company on the Issue Date.



[Richard Schultz,]
[Secretary]



[Mitchell Graye,]
[President and Chief Executive Officer]

This policy is a legal contract between the Owner and the Company. PLEASE READ THIS POLICY CAREFULLY.

30 DAY RIGHT TO EXAMINE POLICY: IF NOT SATISFIED WITH THE POLICY, RETURN IT TO THE COMPANY OR AN AUTHORIZED REPRESENTATIVE WITHIN 30 DAYS OF RECEIVING IT. THE POLICY WILL THEN BE DEEMED VOID, AND ALL PREMIUMS PAID WILL BE REFUNDED.

UNIVERSAL LIFE INSURANCE

SINGLE PREMIUM UNIVERSAL LIFE. Insurance payable upon the Insured's death is subject to the policy provisions. Non-Participating.

POLICY SPECIFICATIONS

OWNER/CONTRACT INFORMATION	
Owner:	[John Doe]
Insured:	[John Doe]
Policy Number:	[1234567]
Policy Date:	[January 10, 2010]
Face Amount:	[\$200,000]
Premium Class:	[Non-Smoker]
Single Premium:	[\$83,218.00]
Issue Date:	[January 10, 2010]
Issue Age/Sex:	[55 / Male]
Plan:	Single Premium Universal Life Insurance: Non-Participating
INTEREST RATE INFORMATION	
Guaranteed Gross Credited Interest Rate:	4%
Loan Interest Rate:	Determined annually, see applicable policy provisions.
CONTRACT CHARGES	
Premium Expense Charge:	[5%]
Surrender Charge:	none
Annual Administration Expense Charge:	[2%]

TABLE OF VALUES FOR POLICY NUMBER [123456] - [MALE NONSMOKER, AGE 55]

DOLLAR VALUES ARE FOR A [\$200,000] FACE AMOUNT AND ASSUME NO INDEBTEDNESS.

YOUR POLICY HAS A RETURN OF PREMIUM GUARANTEE

END OF POLICY YEAR	SINGLE PREMIUM	DEATH BENEFIT	CASH SURRENDER VALUE (1)	GUARANTEED CASH VALUE (2)	AGE
1	\$82,418.00	\$200,000.00	\$82,418.00	\$78,327.81	56
2	\$0	\$200,000.00	\$82,418.00	\$81,129.27	57
3	\$0	\$200,000.00	\$83,971.82	\$83,971.82	58
4	\$0	\$200,000.00	\$86,871.39	\$86,871.39	59
5	\$0	\$200,000.00	\$89,830.65	\$89,830.65	60
6	\$0	\$200,000.00	\$92,830.16	\$92,830.16	61
7	\$0	\$200,000.00	\$95,847.63	\$95,847.63	62
8	\$0	\$200,000.00	\$98,870.47	\$98,870.47	63
9	\$0	\$200,000.00	\$101,905.16	\$101,905.16	64
10	\$0	\$200,000.00	\$104,946.24	\$104,946.24	65
11	\$0	\$200,000.00	\$107,999.60	\$107,999.60	66
12	\$0	\$200,000.00	\$111,047.56	\$111,047.56	67
13	\$0	\$200,000.00	\$114,099.60	\$114,099.60	68
14	\$0	\$200,000.00	\$117,168.47	\$117,168.47	69
15	\$0	\$200,000.00	\$120,244.96	\$120,244.96	70
16	\$0	\$200,000.00	\$123,308.49	\$123,308.49	71
17	\$0	\$200,000.00	\$126,360.07	\$126,360.07	72
18	\$0	\$200,000.00	\$129,406.07	\$129,406.07	73
19	\$0	\$200,000.00	\$132,433.71	\$132,433.71	74
20	\$0	\$200,000.00	\$135,421.07	\$135,421.07	75
21	\$0	\$200,000.00	\$138,376.67	\$138,376.67	76
22	\$0	\$200,000.00	\$141,286.67	\$141,286.67	77
23	\$0	\$200,000.00	\$144,129.52	\$144,129.52	78
24	\$0	\$200,000.00	\$146,880.15	\$146,880.15	79
25	\$0	\$200,000.00	\$149,550.83	\$149,550.83	80
Age 85	\$0	\$200,000.00	\$161,406.68	\$161,406.68	85
Age 90	\$0	\$200,000.00	\$170,524.65	\$170,524.65	90
Age 100	\$0	\$200,000.00	\$181,517.79	\$181,517.79	100
Age 121	\$0	\$200,000.00	\$200,000.00	\$200,000.00	121

(1) IF YOU DECIDE TO SURRENDER YOUR POLICY, YOU WILL BE REFUNDED THE CASH SURRENDER VALUE WHICH WILL ALWAYS BE AT LEAST EQUAL TO YOUR INITIAL PREMIUM (LESS ANY INDEBTEDNESS)

(2) THE GUARANTEED CASH VALUE IS USED TO DETERMINE THE LOAN VALUE OF THIS POLICY.

THE LOAN INTEREST RATE FOR ALL LOANS OUTSTANDING DURING A POLICY YEAR IS SET AT THE BEGINNING OF EACH POLICY YEAR.

GUARANTEED MAXIMUM MONTHLY RISK RATES FOR POLICY [1234567]

(Based on the Attained Age of the Insured)

Attained Age	Monthly Risk Rate per \$1000	Attained Age	Monthly Risk Rate per \$1000
55	0.49	91	17.24
56	0.54	92	18.55
57	0.59	93	19.94
58	0.65	94	21.40
59	0.71	95	22.85
60	0.79	96	24.27
61	0.88	97	25.77
62	0.99	98	27.38
63	1.10	99	29.09
64	1.23	100	30.73
65	1.35	101	32.18
66	1.48	102	33.73
67	1.62	103	35.37
68	1.76	104	37.11
69	1.92	105	38.93
70	2.11	106	40.88
71	2.33	107	42.93
72	2.60	108	45.12
73	2.88	109	47.44
74	3.18	110	49.89
75	3.50	111	52.49
76	3.87	112	55.24
77	4.30	113	58.15
78	4.80	114	61.22
79	5.36	115	64.47
80	5.98	116	67.90
81	6.65	117	71.51
82	7.37	118	75.32
83	8.15	119	79.31
84	9.02	120	83.33
85	9.99		
86	11.05		
87	12.20		
88	13.42		
89	14.70		
90	15.98		

Table of Contents

Use this Table of Contents to locate specific topics in this policy.

DEFINITIONS	4
OWNERSHIP PROVISIONS	
Rights of Owner	5
Secondary Owner	5
Assignments/Transfers	5
Beneficiary	5
GENERAL PROVISIONS	
Entire Contract	6
Incontestability	6
Non-Participating	6
Suicide Exclusion	6
Currency	6
Misstatement of Age	6
Grace Period	6
Payment of Premium	6
Reinstatement	6
Endorsements	6
DEATH BENEFIT PROVISIONS	
Death Benefit	7
Death Benefit Payment	7
NONFORFEITURE AND POLICY VALUE PROVISIONS	
Nonforfeiture/Surrender Benefit	7
Indebtedness	7
How Values Are Computed	7
Tax Considerations	7
Postponement	7
Policy Value Account	8
Premium Expense Charge	8
Cost of Insurance	8
Risk Rate	8
POLICY LOAN PROVISIONS	
Policy Loan	8
Loan Value	8
Loan Interest Provision	8

Definitions

Annual Administration Expense - is equal to [2%] of the Policy Value Account.

Beneficiary - is the person(s) named by the Owner to receive the Proceeds upon the death of the Insured. There are two types of Beneficiary:

- Primary Beneficiary is the Beneficiary(ies) that has the first priority to receive the Proceeds;
- Contingent Beneficiary is the Beneficiary(ies) to receive the Proceeds only if there is no surviving Primary Beneficiary.

Corporate Headquarters - means Great-West Life & Annuity Insurance Company ("the Company"), [8515 East Orchard Road, Greenwood Village, Colorado 80111].

Due Proof of Death - means (i) an original or certified copy of a death certificate; (ii) a certified copy or decree of a court of competent jurisdiction as to the finding of death; (iii) a written statement by a medical doctor who attended the deceased; or (iv) any other proof satisfactory to the Company.

Evidence of Insurability - means information about an Insured which is used to approve or reinstate this policy or any additional benefit.

Face Amount - is the amount stated on Page 1 of the policy for which the insurance coverage is obtained.

Indebtedness - means all outstanding policy loans, as well as interest accrued and accruing from day to day.

Insured - is the person whose life is insured under this policy. The insured is named on Page 1.

Interest Rates - There is a guaranteed gross interest rate and a net interest rate. The guaranteed gross interest rate is declared annually and will never be less than 4%.

The net interest rate is the interest credited to the policy value account (please see the POLICY VALUE ACCOUNT provision on page 8). The net interest rate is determined by deducting the Annual Administration Expense from the guaranteed gross interest rate.

Issue Date - is the date from which the incontestability and the suicide exclusion are measured. The Issue Date is shown on Page 1.

Owner - is the person, persons or entity named on Page 1 as the Owner. The Owner is entitled to all the rights under this policy while the Insured is living.

Policy Date - is the effective date of coverage under this policy. The policy's monthly and yearly anniversaries are measured from the Policy Date as shown on Page 1.

Proceeds - means the death benefit payable under the policy, as described in the Death Benefit Provision.

Request - means any instruction in a form, written, telephoned or computerized, satisfactory to the Company and received at the Corporate Headquarters from the Owner or the Owner's assignee or the Beneficiary (as applicable) as required by any provision of this policy or as required by the Company. The Request is subject to any action taken or payment made by the Company before it was processed.

Ownership and Beneficiary Provisions

RIGHTS OF OWNER

While the Insured is living, all benefits and rights under this policy belong to the Owner. However, the Owner's rights are subject to the rights of any assignee or irrevocably named Beneficiary.

SECONDARY OWNER

While the Insured is living, the Owner may, by Request, name a Secondary Owner. A Secondary Owner may only be named if the Owner is not the Insured.

When recorded by the Company, the designation of a Secondary Owner will take effect as of the date the Request was signed or the date specified, unless the Company has already made payment or otherwise taken action on a designation or change before receipt or processing of such Request.

ASSIGNMENTS/TRANSFERS

The Owner may assign this policy while the Insured is living. The Company will not recognize an assignment until the original or a certified copy is recorded at the Corporate Headquarters. When filed, the Owner's rights and those of the Beneficiary are subject to the assignment. The Company is not responsible for the validity of any assignment.

When recorded by the Company, a transfer of ownership will revoke any designation of a Secondary Owner. It will not change a Beneficiary. All benefits and rights under this policy will belong to the new Owner, subject to the terms and conditions of the policy and the interest of any recorded assignee.

BENEFICIARY

While the Insured is living, the Owner may change the Beneficiary by Request. Any change is subject to any existing assignment of this policy. A recorded change of Beneficiary will take effect as of the date the notice was signed. A change of Beneficiary is subject to any Proceeds paid or other act of the Company before recording.

Unless otherwise provided in the designation of Beneficiary section of the application or a change of Beneficiary form, and subject to any assignment, the following will apply upon the death of the Insured:

- If no Primary Beneficiary survives the Insured, the Proceeds will be paid to any Contingent Beneficiary who survives the Insured.
- If no Beneficiary survives the Insured, the Proceeds will be paid to the Owner.
- If the Owner is the Insured and there is no surviving Beneficiary, the Proceeds will be paid to the Owner's estate.
- If any Beneficiary dies before the Insured, the Proceeds will be paid to the surviving Beneficiaries equally as follows:
 1. any surviving Primary Beneficiaries; and
 2. if there is no surviving Primary Beneficiary, to any surviving Contingent Beneficiaries.
- If a Beneficiary dies at the same time as the Insured, or within 10 days after the death of the Insured, the Proceeds will be paid as if the Insured had survived that Beneficiary, subject to state law.

General Provisions

ENTIRE CONTRACT

This policy, any endorsements, any riders, the application and the single premium form the entire contract. A copy of the application is attached. After issue, amendments or changes in writing agreed to by the Company are part of the contract.

All statements in the application, in the absence of fraud, are considered representations and not warranties. Only statements in the application will be used to defend a claim or to cancel the policy for misrepresentation.

No agent or employee of the Company has the authority to agree to change or waive any terms of this policy, including the application, except the President, a Vice-President or the Secretary of the Company shall have the authority to do so in writing if accompanied by their signature.

INCONTESTABILITY

This policy will not be contested on the basis of misrepresentation after it has been in force during the Insured's lifetime for 2 years from the Issue Date. If this policy is reinstated, it will not be contested after it has been in force during the Insured's lifetime for 2 years following the reinstatement.

NON-PARTICIPATING

This policy is non-participating. It is not eligible to share in the Company's divisible surplus.

SUICIDE EXCLUSION

If the Insured commits suicide, while sane or insane, within 2 years from the Issue Date (1 year if issued in Colorado or North Dakota), in lieu of the death benefit, the Company will pay only the premium paid on this policy less any Indebtedness. Payment will be made to the Beneficiary.

CURRENCY

All amounts to be paid to or by the Company will be in the currency of the United States of America.

MISSTATEMENT OF AGE

If the Insured's age on the Policy Date has been misstated, the benefits under this policy will be those that the premium would have purchased for the correct age on the Policy Date.

GRACE PERIOD

A grace period of 31 days will be allowed for payment of unpaid loan interest. The policy will continue in force during this period. If the interest remains unpaid at the end of the grace period and the Indebtedness which includes unpaid loan interest equals or is more than the Cash Surrender Value coverage will cease.

If the Insured dies during the grace period, the death benefit will be reduced by Indebtedness due but not paid.

PAYMENT OF PREMIUM

The single premium is to be paid to the Company's Corporate Headquarters or to one of its authorized representatives.

The only payment accepted after the single premium has been paid will be for reinstatement, repayment of a policy loan or payment of policy loan interest.

REINSTATEMENT

This policy may be reinstated within 3 years after the due date of unpaid loan interest. The policy cannot be reinstated if it has been surrendered.

The Company must receive:

- A Request from the Owner.
- Evidence of Insurability for the Insured, at the Owner's expense.
- Payment or reinstatement of any Indebtedness with interest which was outstanding as of the date the coverage ceased.

Interest as stated above will be 6% per year compounded annually to the date of the policy reinstatement.

Reinstatement will become effective on the date the application for reinstatement is approved by the Company.

ENDORSEMENTS

Only the Company can endorse this policy. No endorsement will be made that is less favorable to the Owner and no additional charge will be added for any benefit provided under the endorsement.

Death Benefit Provisions

DEATH BENEFIT

When the Company receives Due Proof of Death of the Insured the Company will pay to the Beneficiary the Face Amount on the date of death, less any Indebtedness subject to the provisions of the policy.

DEATH BENEFIT PAYMENT

The Proceeds payable on the Insured's death will be paid in a lump sum. The Company will pay interest on the Proceeds at a rate not less than that required by law.

If settlement is not made within 30 days, the Company will pay interest on the Proceeds from the date of death to the date of settlement at an annual rate currently paid by the Company.

Nonforfeiture and Policy Value Provisions

NONFORFEITURE/SURRENDER BENEFIT

The Owner may surrender this policy for its Cash Surrender Value minus any outstanding indebtedness. Partial withdrawals and partial surrenders are not permitted.

The Cash Surrender Value will be the greater of:

- the initial premium; or
- the guaranteed cash value; or
- the policy value account.

The Guaranteed Cash Values shown on page 2 are determined based on How Values are Computed provision.

INDEBTEDNESS

An Indebtedness may be repaid at any time during the Insured's lifetime. If not repaid, it will be deducted at the time the Proceeds are payable.

An Indebtedness will be a first lien on the policy in favor of the Company.

This policy will terminate when the Indebtedness equals or is more than the Cash Surrender Value. However, the coverage will not cease until 31 days after notice of termination has been mailed to the Owner and to any assignee of record.

HOW VALUES ARE COMPUTED

Guaranteed cash values are based on the 2001 CSO Smoker-Distinct and Sex Distinct Mortality Table and a 4% interest rate. The Cash Surrender Values are equal to or greater than those required by the law of the state where this policy is delivered.

TAX CONSIDERATIONS

This policy is intended to constitute life insurance for tax purposes and is designed to meet the requirements of Internal Revenue Code Section 7702 as they existed on the Issue Date. If, in the Company's sole discretion, the Cash Surrender Value at any time reaches an amount which could jeopardize this policy's treatment as life insurance for tax purposes, the Company reserves the right to increase the policy's Death Benefit to comply with the section 7702 limits.

This policy is a modified endowment contract. Loans and surrenders from modified endowment contracts are subject to different taxation rules than distributions from a life insurance policy that is not a modified endowment contract. A 10% IRS penalty will be applied on all gains borrowed and surrendered before age 59 1/2. You may also have to pay income tax on any gains.

Nothing in this policy is to be construed as tax advice, and the Company recommends that the Owner discuss the tax consequences under the policy with a competent tax adviser.

POSTPONEMENT

If the Company receives a Request for the Surrender of this policy or a loan, the Company may postpone any payment for not more than 6 months.

Nonforfeiture and Policy Value Provisions cont.

POLICY VALUE ACCOUNT

On the policy date, the policy value account is equal to the single premium minus the premium expense charge shown on Page 1.

Each month the policy value account will be equal to:

- the prior months' policy value account less the cost of insurance; plus,
- Interest credited at the net interest rate.

If the policy value account is depleted, by any other means other than Indebtedness, this policy will remain in force.

PREMIUM EXPENSE CHARGE

The premium expense charge for this policy is shown on Page 1.

The premium expense charge is a one time charge and is [5%] of the single premium amount. The charge will be deducted from the policy value account.

COST OF INSURANCE

An amount will be deducted on the anniversary day of each policy month from the policy value account to pay the cost of insurance for that policy month.

The cost of insurance is calculated on each monthly anniversary and is equal to: the death benefit divided by 1.0032737 less the policy value account on the first day of each monthly anniversary (after any premiums paid and less any premium expense charge), multiplied by the current monthly risk rate per 1,000 for the Insured's attained age.

RISK RATE

The monthly maximum risk rate is shown on Page 2a. The Company may charge a lower monthly risk rate. The maximum monthly risk rates are based on the Commissioners 2001 Smoker-Distinct and Sex-Distinct Standard Mortality Table. The monthly Risk Rate may change at any time subject to the maximum risk rates. Any change will be made uniformly by class.

Policy Loans

POLICY LOAN

While this policy is in force, the Owner, by Request, may borrow any amount up to the loan value of this policy using this policy as sole security.

LOAN VALUE

The Loan Value is the Guaranteed Cash Value less the loan interest payable from the time of the loan to the next policy anniversary.

LOAN INTEREST PROVISION

The loan interest rate will be determined annually at the beginning of each policy year. It is guaranteed for that policy year and applies to all loans outstanding during that policy year. Interest is due and payable on each policy anniversary. Interest not paid when due will be added to the loan and will bear interest at the loan interest rate. If the loan and loan interest continue to be unpaid the Policy may terminate as explained in the Indebtedness provision.

The maximum loan interest rate is the greater of:

- (a) The Moody's Corporate Yield Average – Monthly Average Corporates as published by Moody's Investor Services, Inc. or any successor thereto, for the calendar month ending two months before the beginning of the policy year; or
- (b) The guaranteed rate used to compute the Cash Surrender Values under the policy during the applicable period plus 1% per annum.
- (c) Or the net credited rate plus 1%.

In the event that the Moody's Corporate Bond Yield Average – Monthly Average Corporates is no longer published, a substantially similar average, established by regulation issued by the Commissioner, will be used.

The Company must reduce the loan interest rate if the maximum loan interest rate is lower than the loan interest rate for the previous policy year by one-half of one percent or more.

The Company may increase the loan interest rate if the increase would exceed one-half of one percent. No increase may be made if the loan interest rate would exceed the maximum loan interest rate.

The Company will provide notice to the Owner of the loan interest rate.

SINGLE PREMIUM UNIVERSAL LIFE. Insurance payable upon the Insured's death subject to the policy provisions. Premiums as stated on Page 1. Non-Participating.

CORPORATE HEADQUARTERS – [Greenwood Village, Colorado]

Statement of Variability
ACCELERATED BENEFIT RIDER for a Terminal Condition

Form **AB-TC** or applicable state variation

Page 1:

Company Address: The Company's address is bracketed in the event that the company should move.

Company Telephone Number: The Company's telephone number is bracketed in the event that the number should change.

Page 2:

Company Address: The Company's address is bracketed in the event that the company should move.

Company Telephone Number: The Company's telephone number is bracketed in the event that the number should change.

Officer's Signature: Officer's name is bracketed in the event the officials change.

Statement of Variability
ACCELERATED BENEFIT RIDER for Chronic Illness

Form **AB-CI** or applicable state variation

Page 1:

Company Address: The Company's address is bracketed in the event that the company should move.

Company Telephone Number: The Company's telephone number is bracketed in the event that the number should change.

Page 2:

Company Address: The Company's address is bracketed in the event that the company should move.

Company Telephone Number: The Company's telephone number is bracketed in the event that the number should change.

Page 3:

Company Address: The Company's address is bracketed in the event that the company should move.

Company Telephone Number: The Company's telephone number is bracketed in the event that the number should change.

Officer's Signature: Officer's name is bracketed in the event the officials change.